

STATE OF NORTH DAKOTA

***DEPARTMENT OF HUMAN SERVICES
MEDICAL SERVICES DIVISION
600 EAST BOULEVARD AVENUE, DEPT. 325
BISMARCK, ND 58505-0250***

Request For Proposal (RFP)

RFP Title: **MEDICAID ID CARD**

RFP Number: **325-05-10-007**

Date of Issue: ***May 2, 2005***

Purpose of RFP: A two year contract to generate, print, encode and mail approximately 39,000 Medicaid Identification cards (1,400 to 1,600 per month).
Offerors are not required to return this form.

**Procurement Officer: MARELLA A. KREIN
MEDICAL SERVICES DIVISION**

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SECTION ONE INTRODUCTION AND INSTRUCTIONS

1.01

Purpose of the RFP

The Department of Human Services, Medical Services Division, hereafter known as "purchasing agency" is soliciting proposals for a two year contract to generate, print, encode and mail approximately 39,000 Medicaid Identification cards (1,400 to 1,600 per month).

1.02

Contact Person, Telephone, Fax, E-mail

PROCUREMENT OFFICER: **Marella A. Krein**

PHONE: (701) 328-4579

FAX: (701) 328-1544

TTY Users call: 1-800-366-6888 (Relay North Dakota)

E-MAIL: sokrem@state.nd.us

The procurement officer is the point of contact for this RFP. All vendor communications regarding this RFP must be directed to the procurement officer. Unauthorized contact regarding the RFP with other State employees of the purchasing agency may result in the vendor being disqualified, and the vendor may also be suspended or disbarred from the state bidders list.

1.03

RFP Schedule

This schedule of events represents the purchasing agency's best estimate of the schedule that will be followed for this RFP. If a component of this schedule, such as the deadline for receipt of proposals, is delayed, the rest of the schedule will be shifted by the same number of days.

The approximate RFP schedule is as follows:

- RFP Issued: May 2, 2005
- Deadline for receipt of questions and objections related to the RFP: May 14, 2005
- RFP Opening: May 23, 2005
- Proposal Evaluation Committee evaluation completed by approximately: May 27, 2005
- State issues Notice of Intent to Award a Contract approximately: June 3, 2005
- State issues contract approximately: June 13, 2005
- Contract start: July 1, 2005

1.04

Return Mailing Address and Deadline for Receipt of Proposals

Offerors must submit three copies of its proposal in a sealed envelope or package. Cost proposals are to be submitted in a separate sealed envelope or package, clearly labeled "cost proposal."

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the purchasing agency before the deadline for receipt. Envelopes or packages must be addressed as follows:

**DEPARTMENT OF HUMAN SERVICES
MEDICAL SERVICES DIVISION**
Request for Proposal (RFP): MEDICAID ID CARD
RFP Number: 325-05-10-007
600 EAST BOULEVARD AVENUE, Dept. 325
BISMARCK, ND 58505-0250

Proposals must be received by the purchasing agency at the location specified no later than **2:00 P.M., CENTRAL** Time on **May 23, 2005**. Proposals will not be publicly read at the opening. Proposals will be opened the same date.

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication or electronic means. Offerors may fax or electronically transmit signed proposals to a third party who must deliver the proposal to the location indicated above by the date and time designated as the deadline for receipt of proposals.

Offerors assume the risk of the method of dispatch chosen. The State of North Dakota ("State") assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the purchasing agency. An offeror's failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

1.05

Assistance to Offerors with a Disability

Offerors with a disability that need an accommodation should contact the procurement officer prior to the deadline for receipt of proposals so that reasonable accommodation can be made.

1.06

Deadline for Receipt of Questions and Objections

Offerors must carefully review this solicitation, the contract, and all attachments for defects, questionable, or objectionable material. All questions must be in writing and directed to the purchasing agency, addressed to the procurement officer, and cite the subject RFP number. The procurement officer must receive these written requests by May 14, 2005.

This will also help prevent the opening of a defective solicitation and exposure of offeror's proposals upon which an award could not be made. Protests based on the content of the solicitation will be disallowed if these faults have not been brought to the attention of the procurement officer, in writing, before May 14, 2005.

If the question may be answered by directing the questioner to a specific section of the RFP, then the procurement officer may answer the question over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The procurement officer will make this determination. Oral communication is considered unofficial and non-binding on the State. The offeror must confirm telephone conversations in writing.

1.07

Approved Vendor Registration Requirements

Proposals will be accepted from vendors that are not currently approved vendors on the State's bidders list; however, the successful offeror will be required to become approved prior to award.

To become an approved vendor, offerors must: 1) be registered with the North Dakota Secretary of State (fees apply), and 2) submit a completed Bidders List Application to the North Dakota Vendor Registry Office. Prospective offerors may access the Procurement Vendor Database on-line to verify whether their firm is currently on the bidders list. The bidders list that will be used for this solicitation is commodity code 080-10.

The Procurement Vendor Database, registration instructions and forms are available on-line at: <http://www.state.nd.us/csd/spo/vendor-resources.htm>. Contact the Vendor Registry Office at 701-328-2773 or infospo@state.nd.us for assistance.

The successful offeror must register and become approved within 60 CALENDAR from the date of the Notice of Intent to Award. If an offeror fails to become approved by the time specified by the Procurement Officer, its proposal will be determined to be non-responsive, and its proposal will be rejected.

1.08

Pre-proposal Conference

No pre-proposal conference will be held for this RFP. Offerors are advised to carefully review the RFP and all attachments and submit all questions to the procurement officer by May 14, 2005.

1.09

Amendments to the RFP

If an amendment to this RFP is issued, it will be provided to all offerors that were mailed a copy of the RFP and to those that have requested a copy of the RFP from the procurement officer.

1.10

News Releases

News releases related to this RFP will not be made without prior approval of the procurement officer or project manager designated by the State.

1.11

Notice Provided

Notice of this solicitation has been provided in accordance with N.D.C.C. § 54-44.4-09.

SECTION TWO BACKGROUND INFORMATION

2.01

Background Information

The purchasing agency issues this proposal to generate, print, encode, and mail Medicaid Identification cards. These cards are used by Medicaid recipients and providers to verify Medicaid eligibility.

2.02

Budget

The estimated budget for completion of this project is a cost per Medicaid ID card plus additional cost for first class postage.

SECTION THREE SCOPE OF WORK

3.01

Scope of Work

Overview

This contract will be from July 1, 2005, through June 30, 2007, for generating, printing, encoding, and mailing approximately 39,000 Medicaid Identification cards (1,500 to 1,600 cards per month) and will include all costs for materials (card stock in gold vinyl laminate, card carrier & window envelopes), printing (card, card carrier, and envelope), and mailing (processing and postage). The Department of Human Services, Division of Medical Services, is soliciting proposals for this project. The goal of this project is to ensure that ND Medicaid recipients will receive their Medicaid identification cards according to the time frame specified below.

Definitions

The card specifications will be a standard credit card size, in gold vinyl laminate, with a watermark emblem on front (state seal). The text contained on the front of the card is a 10-digit identification number, name and DOB of client from monthly file submitted from DHS. On the reverse of the card is an encoded magnetic strip and printed text which states: 'Recipient - Present this card to each medical provider when requesting services. Provider - You are responsible for verifying recipient eligibility and determining the identification of a cardholder. Eligibility information may be obtained by calling the North Dakota Verify System: 1-800-428-4140. Please report lost or stolen cards to the County Social Service Board. Fraudulent use of this card to obtain services or knowingly assist any other person to obtain services and /or payments for services is a crime punishable by imprisonment and /or fine.'

State-Furnished Property/Services

The Department will submit electronically within the first five days of each month to the vendor the client identification information for the magnetic strip encoding data.

The Medicaid Identification cards must be issued by the 12th of each month.

3.02

Location of Work

The work is to be performed, completed, and managed at the contractor's location: the purchasing agency WILL NOT provide workspace for the contractor.

3.03

Prior Experience

In order for offers to be considered responsive, offerors must meet the minimum prior experience requirements. An offeror's failure to meet these minimum prior experience requirements will cause its proposal to be considered non-responsive and its proposal will be rejected. The minimum experience requirements are: experience with the production of magnetic strip encoded cards and verification of current card that the vendor is generating.

3.04

Required Licenses

At the time specified by the deadline for submission of proposals, the offeror must have and keep current any professional licenses and permits required by federal, state, and local laws for performance of this contract. Offerors that do not possess required licenses at the time proposals are due will be determined non-responsive.

3.05 Federal Requirements

The offeror must identify all known federal requirements that apply to the proposal, the evaluation, or the contract.

SECTION FOUR GENERAL CONTRACT INFORMATION

4.01 Contract Term and Renewal Option

The purchasing agency intends to enter into a contract with an effective date beginning July 1, 2005 and ending June 30, 2007.

This contract may be renewed upon satisfactory completion of the initial contract term. The purchasing agency reserves the right to execute up to one option to renew this contract under the same terms and conditions for a period of 24 MONTHS. This contract will not automatically renew. The purchasing agency will provide written notice to the contractor of its intent to renew this contract at least 30 days before the scheduled contract expiration date.

4.02 Standard Contract Provisions

The successful offeror will be required to sign and submit the contract attached to this RFP (Attachment A). The contractor must comply with the contract provisions set out in this attachment. Any objections to the contract provisions must be set out in the offeror's proposal. No alteration of these provisions will be permitted without prior written approval from the purchasing agency.

Offerors are instructed to contact the procurement officer in writing by the deadline set for questions with any concerns regarding the contract provisions.

4.03 Proposal as a Part of the Contract

Part or all of this RFP and the successful proposal may be incorporated into the contract.

4.04 Additional Terms and Conditions

The purchasing agency reserves the right to add, delete, or modify terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

4.05 Supplemental Terms and Conditions

Proposals including supplemental terms and conditions may be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the State's right's under any contract resulting from the RFP will be considered null and void. The State is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- (a) if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and

- (b) if the State's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

4.06

Contract Approval

This RFP does not, by itself, obligate the State. The State's obligation will commence when the purchasing agency approves the contract. Upon written notice to the contractor, the purchasing agency may set a different starting date for the contract. The purchasing agency will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the State.

4.07

Contract Changes - Unanticipated Amendments

During the course of this contract, the contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the purchasing agency will provide the contractor a written description of the additional work and request the contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of amendments.

The contractor will not commence additional work until the purchasing agency has provided a written contract amendment.

4.08

Taxes and Taxpayer Identification

The contractor must provide a valid Vendor Tax Identification Number as a provision of the contract.

The purchasing agency is not responsible for and will not pay local, state, or federal taxes. The purchasing agency sales tax exemption number is E-2001, and certificates will be furnished upon request by the purchasing agency.

A contractor performing any contract, including service contracts, for the United States Government, purchasing agency of North Dakota, counties, cities, school districts, park board or any other political subdivisions within North Dakota is not exempt from payment of sales or use tax on material and supplies used or consumed in carrying out contracts. In these cases, the contractor is required to file returns and pay sales and use tax just as required for contracts with private parties. Contact the North Dakota Tax Department at 701-328-3470 or visit its website at www.ndtaxdepartment.com for more information.

A contractor performing any contract, including a service contract, within North Dakota is also subject to the corporation income tax, individual income tax, and withholding tax reporting requirements, whether the contract is performed by a corporation, partnership, or other business entity, or as an employee of the contractor. In the case of employees performing the services in the state, the contractor is required to withhold purchasing agency income tax from the employees' compensation and remit to the purchasing agency as required by law. Contact the North Dakota Tax Department at 701-328-3125 or visit its web site for more information

4.09

Proposed Payment Procedures

The purchasing agency will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report is received and the purchasing agency has approved the invoice.

The purchasing agency will not make any advanced payments before performance by the contractor under this contract.

4.10

Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the purchasing agency. The purchasing agency may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the purchasing agency determine that corrections or modifications are necessary in order to accomplish its intent, the purchasing agency may direct the contractor to make changes. The contractor will not unreasonably withhold changes.

Substantial failure of the contractor to perform the contract may cause the purchasing agency to terminate the contract. In this event, the purchasing agency may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

4.11

Termination for Default

If the purchasing agency determines that the contractor has refused to perform the work or has failed to perform the work with diligence as to ensure its timely and accurate completion, the purchasing agency may, by providing written notice to the contractor, terminate the contractor's right to proceed with part or all of the remaining work.

This clause does not restrict the purchasing agency's right to termination under the contract provisions of the Service Contract, attached.

SECTION FIVE EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

5.01

Understanding of the Project

Five Percent (5%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] Has the offeror demonstrated a thorough understanding of the purpose and scope of the project?
- [b] How well has the offeror identified pertinent issues and potential problems related to the project?
- [c] Has the offeror demonstrated an understanding of the deliverables the purchasing agency expects it to provide?
- [d] Has the offeror demonstrated an understanding of the purchasing agency's time schedule and can meet it?
- [e] Is the proposal submitted responsive to all material requirements in the RFP?

5.02

Methodology Used for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- a] Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- [b] Does the methodology match and achieve the objectives set out in the proposal?
- [c] Does the methodology interface with the time schedule in the proposal?
- [d] Does the methodology have provisions for quality assurance?

5.03

Management Plan for the Project

Twenty Percent (20%) of the total possible evaluation points will be assigned to this criterion.

Proposals will be evaluated against the questions set out below:

- [a] How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- [b] Is accountability completely and clearly defined?
- [c] Is the organization of the project team clear?
- [d] How well does the management plan illustrate the lines of authority and communication?
- [e] To what extent does the offeror already have the hardware, software, equipment, and licenses necessary to perform the contract?
- [f] Does it appear that offeror can meet the schedule set out in the RFP?
- [g] Has the contractor gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- [h] Is the proposal practical, feasible, and within budget?

5.04

Experience and Qualifications

Fifteen Percent (15%) of the total possible points will be assigned to this criterion.

Points will be awarded for experience and qualifications that exceed the stated minimums. Proposals will be evaluated against the questions set out below:

Questions regarding the personnel.

- [a] Do the individuals assigned to the project have experience on similar projects?
- [b] Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the RFP requires?

[c] How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the firm.

[d] Has the firm demonstrated experience in completing similar projects on time and within budget?

[e] How successful is the general history of the firm regarding timely and successful completion of projects?

[f] Has the firm provided letters of reference from previous clients?

[g] If a subcontractor will perform work on the project, how well does it measure up to the evaluation used for the offeror?

5.05

Contract Cost

Forty Percent (40%) of the total possible evaluation points will be assigned to cost.

Any prompt payment discount terms proposed by the offeror will not be considered in evaluating cost.

The cost amount used for evaluation may be affected by the application of North Dakota preference laws (N.D.C.C. § 44-08-01). The lowest cost proposal will receive the maximum number of points allocated to cost.

**SECTION SIX
PROPOSAL FORMAT AND CONTENT**

6.01

Proposal Format and Content

The purchasing agency discourages overly lengthy and costly proposals; however, in order for the purchasing agency to evaluate proposals fairly and completely, offerors must follow the format set out in this RFP and provide all information requested.

6.02

Introduction

Proposals must include the complete name and address of offeror's firm and the name, mailing address, and telephone number of the person the purchasing agency should contact regarding the proposal.

Proposals must confirm that the offeror will comply with all provisions in this RFP.

Proposals must be signed by a company officer empowered to bind the company. An offeror's failure to include these items in the proposals may cause the proposal to be determined to be non-responsive and the proposal may be rejected.

6.03

Understanding of the Project

Offerors must provide comprehensive narrative statements that illustrate their understanding of the requirements of the project, deliverables, project schedule, and contract terms and conditions. Offerors must also identify any pertinent issues and potential problems related to the project.

6.04

Methodology Used for the Project

Offerors must provide comprehensive narrative statements that set out the methodology it intends to employ. Offerors must illustrate how the methodology will serve to accomplish the work and provide the deliverables described in the scope of work within the State's project schedule.

6.05

Experience and Qualifications

Offerors must describe the experience of their firm in completing similar projects.

If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

Offerors must provide two reference names and phone numbers for similar projects the offeror's firm has completed. The purchasing agency reserves the right to contact any references provided by the offeror. Offerors are invited to provide letters of reference from previous clients.

6.06

Cost Proposal

Cost proposals must provide cost per card plus postage. Offerors must complete cost proposal.

6.07

Required Enclosures

Offerors must provide all documents, samples, or other information specifically required in this RFP.

Copy of a Medicaid ID card (front and back)

Copy of the Medicaid recipient letter

SECTION SEVEN

STANDARD PROPOSAL INFORMATION

7.01

Authorized Signature

An individual authorized to bind the offeror to the provisions of the RFP must sign all proposals.

7.02

Purchasing Agency is Not Responsible for Preparation Costs

The purchasing agency will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

7.03

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the State of North Dakota). The purchasing agency reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the offeror's proposal. The State's determination regarding any questions of conflict of interest is final.

7.04

Offeror's Certification

By signature on the proposal, an offeror certifies that it complies with:

- a) the laws of the State of North Dakota;
- b) North Dakota Administrative Code;
- c) all applicable local, state, and federal laws, code, and regulations;
- d) the applicable portion of the Federal Civil Rights Act of 1964;
- e) the Equal Employment Opportunity Act and the regulations issued by the federal government;
- f) the Americans with Disabilities Act of 1990 and the regulations issued by the federal government;
- g) all terms, conditions, and requirements set forth in this RFP;
- h) a condition that the proposal submitted was independently arrived at, without collusion;
- i) a condition that the offer will remain open and valid for the period indicated in this solicitation; and
- j) a condition that the firm and any individuals working on the contract do not have a possible conflict of interest (e.g. employed by the State of North Dakota).

If any offeror fails to comply with the provisions stated in this paragraph, the purchasing agency reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

7.05

Offer Held firm

Proposals must remain open and valid for at least 90 DAYS from the deadline specified for submission of proposals. In the event award is not made within 90 DAYS, the purchasing agency will send a written request to all offerors deemed susceptible for award asking offerors whether they will hold their price firm for a longer specified period of time.

7.06

Amendments to Proposals and Withdrawals of Proposals

Offerors may amend or withdraw proposals prior to the deadline set for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to the purchasing agency's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence supporting the request. The procurement officer may permit withdrawal of the proposal upon verifying that a substantial mistake has been made or for other good cause.

7.07

Alternate Proposals

Offerors may submit MORE THAN ONE proposal for evaluation.

Alternate proposals (proposals that offer something different than what is requested) will be CONSIDERED.

7.08

Subcontractors

Subcontractors may be used to perform work under this contract. If an offeror intends to use subcontractors, the offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a proposal with subcontractors is selected, the offeror must provide the following information concerning each prospective subcontractor within FIVE WORKING DAYS from the date of the State's request:

- (a) complete name of the subcontractor;
- (b) complete address of the subcontractor;
- (c) type of work the subcontractor will be performing;
- (d) percentage of work the subcontractor will be providing;
- (e) evidence, as set out in the relevant section of this RFP, that the subcontractor is registered and, if applicable, holds a valid North Dakota business license; and
- (f) a written statement, signed by each proposed subcontractor, that clearly verifies that the subcontractor is committed to render the services required by the contract.

7.09

Joint Ventures

Joint ventures will not be allowed.

7.10

Disclosure of Proposal Contents and Compliance with North Dakota Open Records Laws

All proposals and other material submitted become the property of the purchasing agency and may be returned only at the State's option. All proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with N.D.C.C. § 54-44.4-10(2).

Offerors may make a written request that trade secrets and other proprietary data contained in proposals be held confidential. Material considered confidential by the offeror must be clearly identified, and the offeror must include a brief statement that sets out the reasons for confidentiality. See the North Dakota Office of the Attorney General website for additional information.

<http://www.ag.state.nd.us/OpenRecords/ORM.htm>

After award, proposals will be subject to the North Dakota open records law. Records are closed or confidential only if specifically stated in law. If a request for public information is received, the procurement officer, in consultation with the Office of the Attorney General, will determine whether the information is an exception to the North Dakota open records law, and the information will be processed appropriately.

7.11

Evaluation of Proposals

All proposals will be reviewed to determine if they are responsive to the requirements of this solicitation. The evaluation will be based solely on the evaluation factors set forth in this RFP. The evaluation will consider information obtained subsequent to any discussions with offerors determined to be reasonable for award.

7.12

Right of Rejection

The purchasing agency reserves the right to reject any proposals, in whole or in part. Proposals received from debarred or suspended vendors will be rejected. The procurement officer may reject any proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not qualify the proposal nor restrict the rights of the State. If an offeror does so, the procurement officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

The procurement officer may waive minor informalities that:

- do not affect responsiveness;
- are merely a matter of form or format;
- do not change the relative standing or otherwise prejudice other offers;
- do not change the meaning or scope of the RFP;
- are insignificant, negligible, or immaterial in nature;
- do not reflect a material change in the work; or
- do not constitute a substantial reservation against a requirement or provision,

The purchasing agency reserves the right to reject any proposal determined to be not responsive, and to reject the proposal of an offeror determined to be not responsible. The purchasing agency also reserves the right to refrain from making an award if it determines it to be in its best interest.

7.13

Clarification of Offers

In order to determine if a proposal is reasonably susceptible for award, communications by the procurement officer or the proposal evaluation committee are permitted with an offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

After receipt of proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended proposals. Evaluations may be adjusted as a result of receiving new or amended proposals.

7.14

Discussions and Best and Final Offers

The purchasing agency may conduct discussions or request best and final offers with offerors that have submitted proposals determined to be reasonably susceptible for award. The purchasing agency is not obligated to do so, therefore, vendors should submit their best terms (cost and technical). The purpose of these discussions is to ensure full understanding of the requirements of the RFP and the offeror's proposal. Discussions will be limited to specific sections of the RFP or proposal. Discussions, if held, will be after initial evaluation of proposals by the proposal evaluation committee. If modifications to the proposal are made as a result of these discussions, the modifications must be put in writing.

Offerors with a disability needing accommodation should contact the procurement officer prior to the date set for discussions so that reasonable accommodation can be made.

7.15

Preference Laws

The preference given to a resident North Dakota offeror will be equal to the preference given or required by the state of the nonresident bidder. A "resident" North Dakota bidder, offeror, seller, or contractor is one that has maintained a bona fide place of business within this State for at least one year prior to the date on which a contract was awarded. For a listing of state preference laws, visit the following website: http://tpps.das.state.or.us/purchasing/pref-law/reciprocal_detail.php or contact the North Dakota State Procurement Office at 701-328-2683.

7.16

Contract Negotiation

After final evaluation, the procurement officer may negotiate with the offeror of the highest-ranked proposal. Negotiations, if held, will be within the scope of the request for proposals and limited to those items that would not have an effect on the ranking of proposals. If the highest-ranked offeror fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the State may terminate negotiations and negotiate with the offeror of the next highest-ranked proposal.

If contract negotiations are commenced, they will be held by telephone, or at:

Medical Services, State Capital,
Room Number 309,
600 East Boulevard Avenue, Bismarck, ND

If contract negotiations are held, the offeror will be responsible for all cost including its travel and per diem expenses.

7.17

Notice of Intent to Award - Offeror Notification of Selection

After the completion of contract negotiation the procurement officer will issue a written Notice of Intent to Award and send copies to all offerors. The Notice of Intent Award will set out the names and addresses of all offerors and identify the proposal selected for award. The scores and placement of other offerors will not be part of the Notice of Intent to Award.

The successful offeror named in the Notice of Intent to Award is advised not to begin work, purchase materials, or enter into subcontracts relating to the project until both the successful offeror and the State sign the contract.

7.18

Protest and Appeal

North Dakota law provides that an interested party may protest a solicitation.

If an interested party wishes to protest the content of this RFP, the protest must be received, in writing, by the procurement officer at least seven calendar days before the deadline for receipt of proposals.

An interested party may protest the award or proposed award of a contract.

If an offeror wishes to protest the award of a contract or proposed award of a contract, the protest must be received, in writing, by the procurement officer within seven calendar days after the date the Notice of Intent to Award was issued.

SECTION EIGHT ATTACHMENTS

8.01 Attachments

Attachments

- A. Contract Template
- B. Cost Proposal Format
- C. Medicaid ID Card
- D. Medicaid ID Card – letter to Recipient

ATTACHMENT A

Contract Template

CONTRACT #

PURCHASE OF SERVICE AGREEMENT

WHEREAS, the State of North Dakota, acting through its North Dakota Department of Human Services, Medical Services Division (State), has determined the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, [VENDOR], (Vendor) proposes to provide those services;

NOW, THEREFORE, the State and Vendor enter into the following:

I. TERM OF THE AGREEMENT

The term of this agreement shall be from the ___ day of _____ 200_ through the ___ day of _____ 200_. However, this agreement may be terminated with or without cause by either party giving the other party thirty (30) days prior written notice.

II. SCOPE OF SERVICE

The Vendor agrees to

III. COMPENSATION

The State, upon written request of the Vendor, agrees to pay the Vendor \$_____ per card. Total payment under the terms of this agreement shall not exceed \$_____. **Final payment requests shall be submitted to the State no later than fifteen (15) days after the expiration of this agreement.**

IV. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

The Vendor understands that this agreement is a one-time agreement, and acknowledges that it has been furnished no assurances that this agreement may be extended for periods beyond its termination date.

V. VENDOR ASSURANCES

This agreement shall be construed according to the laws of the State of North Dakota. In connection with the furnishing of supplies or performance of work under this agreement, persons who contract with or receive funds to provide services to the North Dakota Department of Human Services are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this agreement including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, and the Drug-free Workplace Act of 1988. Questions regarding the provision of services according to these Acts may be directed to Krista L. Andrews, Contract Officer, North Dakota Department of Human Services, Judicial Wing, State Capitol, 600 E. Boulevard,

Bismarck, ND 58505 (701-328-2311 or 701-328-3975 TDD).

The Vendor certifies by signing this agreement that neither the Vendor, Subcontractor, nor their principals, are presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State or Federal Government by any Department or Agency of the Federal Government.

Vendor shall be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by NDCC § 54-44.4-09.

VI. AUTHORITY TO CONTRACT

The Vendor shall not have the authority to contract for or on behalf of or incur obligations on behalf of the State. However, the Vendor may subcontract with qualified Vendors of services provided that any such subcontract shall acknowledge the binding nature of this agreement, and incorporate this agreement, together with its attachments as appropriate. The Vendor agrees to be solely responsible for the performance of any subcontractor.

VII. INDEPENDENT ENTITY

The Vendor shall perform as an independent entity under this agreement. The Vendor, its employees, agents, or representatives are not employees of the State for all purposes, including but not limited to, the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this agreement shall be construed to represent the creation of an employer/employee relationship. The Vendor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Vendor's activities and responsibilities under this agreement.

VIII. NONPERFORMANCE

Failure by the Vendor to perform the terms of this agreement shall constitute a breach of contract, and shall result in the immediate termination of the agreement. In the event of a termination for breach by the Vendor, the State may retain, as liquidated damages, any payment to be made under this agreement which remains unpaid at the time of the breach, and may also recover from the Vendor, those amounts already paid for individual items of work which are incomplete at the time of the breach.

However, should a breach by the Vendor be caused by circumstances, beyond the control of the Vendor, and no fault of its own, so as to render the agreement impossible of performance by the Vendor, then the agreement shall be terminated. In the event of a breach, by the Vendor, in such circumstances, the State may set off, against any liability or obligations owed to the Vendor, under this agreement or otherwise, any amounts paid for individual items of work which are incomplete at the time of the breach, but shall not be entitled to liquidated damages.

The State shall give written notice, to the Vendor, of the termination, which notice shall specify the effective date thereof.

IX. TERMINATION OF AGREEMENT FOR INADEQUACY OF FUNDS

It is agreed that in the event appropriations to the Department of Human Services are not obtained and continued at a level sufficient to allow for payments to the Vendor, for the services identified in Paragraph II, the obligations of each party hereunder may be terminated at the option of the State, provided that any such termination shall be without

prejudice to any obligations or liabilities of either party already accrued prior to such termination.

X. INDEMNITY

Vendor agrees to defend, indemnify, and hold harmless the State of North Dakota, its agencies, officers and employees (North Dakota), from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of this agreement, except for claims resulting from or arising out of North Dakota's sole negligence. The legal defense provided by Vendor to North Dakota under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for North Dakota is necessary. Vendor also agrees to defend, indemnify, and hold North Dakota harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after termination of this agreement.

XI. ACCESS TO BOOKS AND RECORDS

The State, federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of the Vendor which are pertinent to the services provided under this agreement for the purpose of making an audit, examination, or making excerpts and transcripts. This documentation shall be available for a period of three (3) years from the date of submission of the final expenditures report.

XII. NOTICE

Any notice required or permitted to be given pursuant to this agreement may be personally served on either party by the party giving such notice, or may be served by certified mail, return receipt requested, addressed to the executive office of the party upon whom service is made.

XIII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Vendor and the State. No alteration, amendment, or modification in the provisions of this agreement shall be effective unless it is reduced to writing, signed by the parties and attached hereto.

XIV. COLLATERAL CONTRACTS

Where there exists any inconsistency between this agreement and other provisions of collateral contractual agreements which are made a part of this agreement by reference or otherwise, the provisions of this agreement shall control.

XV. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVI. ASSIGNMENT

Neither Party shall assign this agreement and rights without the written approval of the other Party. Such approval shall not be unreasonably withheld. This agreement shall be equally binding on the respective Parties, their successors and assigns.

XVII. CONFIDENTIAL INFORMATION

The Vendor agrees not to use or disclose any information it receives from the State under this agreement that is confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this agreement or as authorized in advance by the State. The State agrees not to disclose any information it receives from the Vendor which the Vendor has previously identified as confidential and which the State determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, North Dakota Century Code § 44-04-18. The duty of the State and the Vendor to maintain confidentiality of information under this section continues beyond the term of this agreement, including any extensions or renewals.

XVIII. OWNERSHIP OF WORK PRODUCT

All work product, equipment or materials created or purchased under this agreement belong to the State and must be delivered to State at State's request upon termination of this agreement. Vendor agrees that all materials prepared under this agreement are "works for hire" within the meaning of copyright laws of the United States and assigns to the State all rights and interests Vendor may have in the materials it prepares under this agreement, including any right to derivative use of the material. Vendor shall execute all necessary documents to enable the State to protect its rights under this section. Use of work product or materials for purposes other than the scope of this agreement must be approved in writing by the State.

XIX. COMPLIANCE WITH PUBLIC RECORDS LAWS

Vendor understands that, except for disclosures prohibited in Section XVII, the State must disclose to the public upon request any records it receives from Vendor. Vendor further understands that any records which are obtained or generated by the Vendor under this agreement, except for records that are confidential under Section XVII, may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Vendor agrees to contact the State immediately upon receiving a request for information under the open records law and to comply with the State's instructions on how to respond to the request.

XX. ATTORNEY FEES

In the event a lawsuit is instituted by the State to obtain performance due to any kind under this agreement, and the State is the prevailing party, Vendor shall, except when prohibited by N.D.C.C. § 28-26-04, pay the State's reasonable attorney fees and costs in connection with the lawsuit.

XXI. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The State does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The State does not waive any right to a jury trial.

VENDOR

By _____ DATE _____

Its _____
(TITLE)

Vendor's Federal Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ DATE _____
DAVID J. ZENTNER, DIRECTOR
MEDICAL SERVICES DIVISION

By _____ DATE _____
KRISTA L. ANDREWS
CONTRACT OFFICER

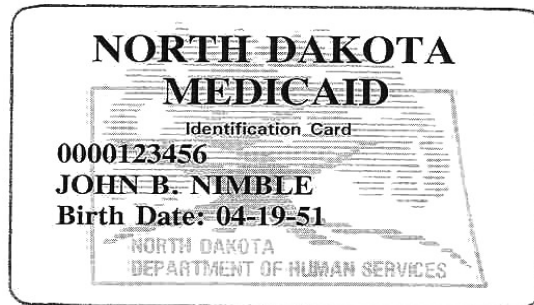
ATTACHMENT B
COST PROPOSAL FORMAT

Direct Costs Per Card

Indirect Costs Per Card

ATTACHMENT C

Medicaid ID Card



Recipient - Present this card to each medical provider when requesting services.
Provider - You are responsible for verifying recipient eligibility and determining the identification of a card holder.
Eligibility information may be obtained by calling the North Dakota Verify System: 1-800-428-4140.
PLEASE REPORT LOST OR STOLEN CARDS TO THE COUNTY SOCIAL SERVICE BOARD.

Fraudulent use of this card to obtain services or knowingly assist any other person to obtain services and/or payments for services is a criminal misdemeanor/felony punishable by imprisonment and/or fine.

Attachment D



**NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES
STATE CAPITOL – JUDICIAL WING
600 E BOULEVARD
BISMARCK, NORTH DAKOTA 58505-0250**

This is your Medicaid Identification Card.

Address Here

-
- Each member of your family who is eligible for Medicaid will receive a Medicaid Identification Card with his or her own name on it.
 - If you should lose Medicaid eligibility, keep this card, because if you are eligible again at a later time, this will be your identification card.
 - Always carry this card with you! This card does not prove you are eligible but health care providers will need to use the card to find out if you are eligible.
 - Do not lose your card. Keep it in a safe place and protect the stripe.
 - If your card is lost or stolen, report it to your county worker!

**NORTH DAKOTA
MEDICAID
Identification Card**